Pulliam, 13 Lea 114; *Harter* v. *Morris,* 18 Ohio St. 492. Those cases which follow *Godefroy* v. *Jay* differ from the present case because in them the injured client was a *plaintiff* whose attorney's negligence lost or diminished the judgment. *Moorman v. Wood,* 117 Ind. 144. Here the client was a defendant, against whom in the lower court judgment had been recovered, and he must overcome the presumption that the judgment would stand on appeal. I *Greenl., Ev.,* Section 19. See also *Cox* v. *Sullivan,* 7 Ga. 144.

LICENSE—REVOCATION—ESTOPPEL—TRESPASS.—HICKS ET AL. V. SWIFT CREEK MILL CO., 31 So. 947 (Ala.).—The defendant company under a personal license constructed and operated a ditch and dam on the land of one Smith. Smith conveyed the land in question to the plaintiff. *Held,* that the license of defendant was thereby revoked and that the plaintiffs might maintain trespass against the licensee for his continuance in possession.

The sole question here at issue is whether defendant acquired an irrevocable license from plaintiff's grantor; if so, it follows as of course that plaintiffs would have no right of action. There is an absolute conflict of authorities as to the effect of the execution of a parol license upon the power of the licensor to revoke. Such executed license is held irrevocable by many states. *Cook* v. *Pridgen,* 45 Ga. 331; *Snowden* v. *Wilas,* 19 Ind. 10; *Vannest* v. *Fleming,* 79 Iowa 638; *Swartz* v. *Swartz,* 4 Pa. St. 353. England and perhaps a majority of our states hold a license revocable under all circumstances. *Adams* v. *Andrews,* 15 Q. B. 284; *Cook* v. *Stearns,* 11 Mass. 533; *Selden* v. *Canal Co.,* 29 N. Y. 639. Some courts, admitting that the statute of frauds prevents the creation of an irrevocable parol license, hold in the case of a definite contract that part performance takes the case out of the statute, and hence equity will recognize and enforce licensee's right in case of attempted revocation. *McManus* v. *Cooke,* 35 Ch. D. 681; *Wiseman* v. *Lucksinger,* 84 N. Y. 31

MISCONDUCT OF COUNSEL—IMPROPER ARGUMENT—GROUND FOR REVERSAL. —STEWART V. METROPOLITAN ST. RY. CO., 76 N. Y. Supp. 540.—*Held,* that the misconduct of plaintiff's counsel was not cured by an instruction given at plaintiff's instance, that "in case either counsel, in summing up stated facts that were not proven upon the trial, or in case either counsel gave a recollection of the facts which disagree with the recollection of the jury, the jury may disregard these statements, and take their own recollection of the facts." Goodrich, P. J., dissenting.

This would seem to be unsupported by decisions exactly in point. That a refusal to interpose, where counsel proceed to dilate upon facts not in evidence is legal error is well settled. *Williams v. Railroad Co.,* 126 N. Y. 96; *Mitchum* v. *State of Georgia,* 11 Geo. 616; *Tucker* v. *Henniker,* 41 N. H. 317. But this ground would appear to be absent, where the defendant does not object at the time, and the judge sees fit to postpone a charge to disregard the irrelevant statements.

SALE ON SIDEWALK—THEATER TICKETS—TRANSFERABILITY.—COLLISTER V. HAYMAN ET AL., 75 N. Y. Supp. 1102.—*Held,* that an injunction will not be granted to restrain defendant from refusing to accept theater tickets sold on the sidewalk.

That a ticket to a race course was a mere license and might be terminated at any time without even returning the purchase price was held in the early English case of *Wood v. Leadbitter,* 13 Mees & W. 837. That a thea-